

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page 1 of 57
2. Contract No.		3. Solicitation No. DAAA09-02-R-0078		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2002MAY03	6. Requisition/Purchase No. R1078
7. Issued By HQ OSC AMSOS-CCM-L ROCK ISLAND, IL 61299-6000 BLDG 350			Code W52P1J	8. Address Offer To (If Other Than Item 7)		

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 Signed **copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in** AMSOS-CC BLDG 350 CONTRACTING CTR **until** 03:00pm **(hour) local time** 2002JUN18 **(Date).**

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name JUDY CHERRY E-mail address: CHERRYJ@OSC.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-7454
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11. Table Of Contents

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OFFER (Must be fully completed by offeror)

FMS REQUIREMENT

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ **calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
15B. Telephone Number (Include Area Code)	15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature
			18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item
24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	Code
SCD	PAS	ADP PT	
26. Name of Contracting Officer (Type or Print)		27. United States Of America _____ /SIGNED/ (Signature of Contracting Officer)	28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-02-R-0078 MOD/AMD	Page 2 of 57
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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

ITEM: M583A1 White Star Parachute 40mm Cartridge
NSN: 1310-00-159-3198

This solicitation is being issued under the following terms and conditions:

- a. Full and Open Competition
- b. "Best Value" evaluation criteria with the following factors:

- * Recent, Relevant Past Performance
- * Product-to-Process Enhancement
- * Technical Capability
- * Price

Recent, Relevant Past Performance, Product-to-Process Enhancement and Technical Capability are of equal importance and are significantly more important than Price. On Time Delivery and Quality are of equal importance. Therefore, the government is not bound to award to the lowest price(s) if the Recent, Relevant Past Performance, Product-to-Process Enhancement and Technical Capability efforts justify payment of price premium(s)

NOTE: See Section L Clause, "Past Performance Information", and Section M, "Award Evaluation" clauses. For evaluation purposes, the information requested in these clauses MUST BE PROVIDED with your offer. Failure to provide this data with your offer may result in non consideration of your offer (CLASSIFIED AS A NON RESPONSIVE OFFER).

- c. This solicitation is open to competition between Department of Defense Activities and private firms under the authority of 10 USC 2208j). Arsenal, Ammunition Plants and other public entities that meet the requirements of 10 USC 2208(j) are available as potential subcontractors.
- d. With First Article
- e. FOB Origin
- f. The following Government Furnish Material/Equipment will be supplied:
 - (1) M16 Rifle, NSN: 1005-01-128-9936
 - (2) M203 Launcher, NSN: 1010-00-179-6447
(NOTE: Awardee must be approved, at the time of the preaward survey, to handle category III sensitive items in order to receive this launcher for lot acceptance testing)
 - (3) M203 Barrel Assembly, NSN: 1010-01-376-3342
 - (4) M2A1 Metal Cans, NSN: 8140-00-960-1699
 - (5) Vinyl Alcohol Acetate Resin (VAAR)
- g. Special markings for Israel shipments per attachment 010.
- h. 100% evaluated option
- i. In accordance with clause L-3 "Instructions To Offerors-Competitive Acquisitions" the Government may award without discussions.
- j. A Pre-Award Survey will be conducted.
- k. The government reserves the right to increase or decrease the exact quantity awarded from this solicitation by Ten Percent (10%) without discussions prior to award.
- l. It is the governments intent to make a 100% award under the solicitation. However, the government reserves

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-02-R-0078 MOD/AMD	Page 3 of 57
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Name of Offeror or Contractor:

the right to make a split award under the solicitation based on a 61/39 split of the requirement.

- m. CLIN 0001 is for a 100% award contract. (total quantity of 138,134)
- CLIN 0002 is for a 39% split of multiple award contract. (total quantity of 53,390)
- CLIN 0003 is for a 61% split of multiple award contract. (total quantity of 84,744)

*** END OF NARRATIVE A 001 ***

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.215-4501 OSC	ARSENALS AS SUBCONTRACTORS	JUN/2000
A-2	AMC	AMC-LEVEL PROTEST PROGRAM	OCT/1996
***		(End of clause)	

(AM7010)

A-3	52.222-1100 OSC	10 U.S.C. 4543 PILOT PROGRAM	JAN/2000
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Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three Army industrial facilities" to sell manufactured articles and services in support of DoD weapon systems without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army Ammunition Plant, McAlester, OK, Rock Island Arsenal, Rock Island, IL, and Watervliet Arsenal, Watervliet, NY.

These facilities cannot submit offers as the prime contractor on this solicitation, but in accordance with the above-described pilot program can act as a subcontractor to potential prime contractors when the statutory requirements (10 U.S.C. 4543) are met.

If you are interested in obtaining information about their capabilities, please contact the following:

McAlester Army Ammunition Plant
Mr. Paul McDaniel, Attn: SOSMC-MO
McAlester, Oklahoma 74501-9002
(918) 420-6452
mcdanpd@mcalestr-emh3.army.mil

Rock Island Arsenal
Mr. Earl Fox, Attn: SIORI-AP
Rock Island, Illinois 61299-5000
(309) 782-7625
siori-co-bd@ria.army.mil

Watervliet Arsenal
Mr. Michael Flaherty, Attn: SOSWV-ODP
Waterlviet, New York 12189-4050
(518) 266-3918
flaherty@wva.army.mil

(End of Clause)

(AS7010)

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Name of Offeror or Contractor:

A-4

52.246-4501

CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM

APR/1997

OSC

(End of clause)

(AS7000)

A-5

52.252-4500

FULL TEXT CLAUSES

SEP/1997

OSC

1.

The entire body of full text regulatory and command unique clauses and provisions will no longer be included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three astericks are put in its place (***).
2.

You can view or obtain a copy of the clauses and provisions on the internet at: www.osc.army.mil/ac/aais/osc/clauses/index.htm. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.
3.

All full text clauses have a 6 or 7 as the third digit of the clause number (i.e. AS7000).
- (End of clause)

(AS7001)

[illegible]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	001 8,000 0270 002 8,000 0300 003 8,000 0330 004 6,000 0360 FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (N00109) ATLANTIC ORDNANCE CMD DET YORKTOWN NAVAL WEAPONS STATION BUILDING 9 YORKTOWN VA 23691-5000 DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 003 N4906512734Q02 N47615 J 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 2,000 0360 FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (N47615) NAVAL WEAPONS STATION SEAL BEACH COMM 562 626 7609 800 SEAL BEACH BLVD SEAL BEACH CA 90740-5000 DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 004 N4906512734Q03 N60478 J 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 1,000 0390 FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (N60478) ATLANTIC ORDNANCE COMMAND DET EARLE 201 HWY 34 SOUTH COLTS NECK NJ 07722-5021 DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 005 N4906512734Q04 W53XMD J 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 5,984 0390 FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (W53XMD) XU CRANE AAP WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-02-R-0078 MOD/AMD	Page 7 of 57
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<p>CRANE IN 47522-5099</p> <p>MIPR: N00074-02MP-DFQ14 TAC: N82B</p> <p>(End of narrative F001)</p> <p><u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u></p> <p>NSN: 1310-00-159-3198 NOUN: CTG 40MM WHITE STAR PARA M583 FSCM: 19203 PART NR: 9243881 SECURITY CLASS: Unclassified PRON: R19A1R13M2 PRON AMD: 01 AMS CD: 41303222012</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 N490659096AQ07A W53XMD J 2 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 2,878 0390</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W53XMD) XU CRANE AAP WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099</p> <p>MIPR: N48029-99MP-A9Q51 TAC:N82B</p> <p>(End of narrative F001)</p>	2878	EA	\$ _____	\$ _____
0001AD	<p><u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u></p> <p>NSN: 1310-00-159-3198 NOUN: CTG 40MM WHITE STAR PARA M583 FSCM: 19203 PART NR: 9243881 SECURITY CLASS: Unclassified PRON: M20A1064M2 PRON AMD: 01 AMS CD: 41303222012</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p>	9724	EA	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W81YWB0025A734 W53XMD J 1 DEL REL CD QUANTITY DAYS AFTER AWARD 001 9,724 0420 FOB POINT: Origin SHIP TO: FREIGHT ADDRESS (W53XMD) XU CRANE AAP WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099 21 *2034000065082514100000022NL*P1061011173 (End of narrative F001)	1804	EA	\$	\$
	PRODUCTION QUANTITY WITH FIRST ARTICLE NSN: 1310-00-159-3198 NOUN: CTG 40MM WHITE STAR PARA M583 FSCM: 19203 PART NR: 9243881 SECURITY CLASS: Unclassified PRON: R12A0F69M2 PRON AMD: 01 AMS CD: 41303222011 Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 N4906520444Q10 W53XMD J 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 1,804 0450 FOB POINT: Origin SHIP TO: FREIGHT ADDRESS (W53XMD) XU CRANE AAP WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099 MIPR: N00074-02MP-PAQ01 TAC:N82B (End of narrative F001)				
0001AF	PRODUCTION QUANTITY WITH FIRST ARTICLE NSN: 1310-00-159-3198	60016	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: CTG 40MM WHITE STAR PARA M583 FSCM: 19203 PART NR: 9243881 SECURITY CLASS: Unclassified PRON: J52A0D06M2 PRON AMD: 01 AMS CD: YXM003 FMS CASE IDENTIFIER: IS-B-YXM</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 BISL8N13489001 BZ2YXM L BISL00 3 <u>PROJ CD BRK BLK PT</u> BIS002 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 8,000 0480 002 8,000 0510 003 8,000 0540 004 8,000 0570 005 8,000 0600 006 8,000 0630 007 8,000 0660 008 4,016 0690</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>Contact DCMA for shipping instructions</u></p> <p>MARK FOR: GOVERNMENT OF ISRAEL MINISTRY OF DEFENSE MARTACH ISRAEL</p> <p>97 X8242L0090000840191X0000022NL84300</p> <p>(End of narrative F001)</p>				
0001AG	<p><u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u></p> <p>NSN: 1310-00-159-3198 NOUN: CTG 40MM WHITE STAR PARA M583 FSCM: 19203 PART NR: 9243881 SECURITY CLASS: Unclassified PRON: J52A0D89M2 PRON AMD: 01 AMS CD: YXM004 FMS CASE IDENTIFIER: IS-B-YXM</p>	24478	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div><div><div><div><div>Packaging and Marking</div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div><div>Deliveries or Performance</div><div>DOC SUPPL</div><div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div><div>001 BISL8N20959001 BZ2YXM L BISL00 3</div><div>PROJ CD BRK BLK PT</div><div>BIS002</div><div>DEL REL CD QUANTITY DAYS AFTER AWARD</div><div>001 3,984 0690</div><div>002 8,000 0720</div><div>003 8,000 0750</div><div>004 4,494 0780</div><div>FOB POINT: Origin</div><div>SHIP TO: Contact DCMA for shipping instructions</div><div>MARK FOR: GOVERNMENT OF ISRAEL</div><div>MINISTRY OF DEFENSE</div><div>MARTACH</div><div>ISRAEL</div><div>97 X8242L0090000840191X0000022NL84300</div><div>(End of narrative F001)</div></div></div></div></div>				
0002	<div><div><div><div><div>Supplies or Services and Prices/Costs</div><div>PRODUCTION QUANTITY:39% SPLIT 53,390</div><div>NOUN: CTG 40MM WHITE STAR PARA M583</div><div>SECURITY CLASS: Unclassified</div><div>Packaging and Marking</div></div></div></div></div>				
0002AA	<div><div><div><div><div>DATA ITEM</div><div>NOUN: CTG 40MM WHITE STAR PARA M583</div><div>SECURITY CLASS: Unclassified</div><div>Packaging and Marking</div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div><div>Deliveries or Performance</div><div>DOC SUPPL</div><div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div><div>001 3</div></div></div></div></div>	1	EA	\$ ** NSP **	\$ ** NSP **

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	<div><div><div><div><div>DEL REL CD</div><div>001</div></div><div><div>QUANTITY</div><div>1</div></div><div><div>DAYS AFTER AWARD</div><div>0150</div></div></div></div></div>				
	FOB POINT: Origin				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (Z55555) SEE SECTION E				
	<div><div><div><div><div><u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u></div></div></div></div></div>	38984	EA	\$_____	\$_____
NSN: 1310-00-159-3198					
NOUN: CTG 40MM WHITE STAR PARA M583					
FSCM: 19203					
PART NR: 9243881					
SECURITY CLASS: Unclassified					
PRON: R12A0R78M2 PRON AMD: 04					
AMS CD: 41303222011					
<u>Packaging and Marking</u>					
<u>Inspection and Acceptance</u>					
INSPECTION: Origin ACCEPTANCE: Origin					
<u>Deliveries or Performance</u>					
DOC SUPPL					
<u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u>					
002 N4906512734Q01 N00109 J 3					
<u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u>					
001 8,000 0270					
002 8,000 0300					
003 8,000 0330					
004 6,000 0360					
FOB POINT: Origin					
SHIP TO: <u>FREIGHT ADDRESS</u> (N00109) ATLANTIC ORDNANCE CMD DET YORKTOWN NAVAL WEAPONS STATION BUILDING 9 YORKTOWN VA 23691-5000					
DOC SUPPL					
<u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u>					
003 N4906512734Q02 N47615 J 3					
<u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u>					
001 2,000 0360					
FOB POINT: Origin					
SHIP TO: <u>FREIGHT ADDRESS</u>					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	(N47615) NAVAL WEAPONS STATION SEAL BEACH COMM 562 626 7609 800 SEAL BEACH BLVD SEAL BEACH CA 90740-5000				
	DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 004 N4906512734Q03 N60478 J 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 1,000 0390				
	FOB POINT: Origin				
	SHIP TO: FREIGHT ADDRESS (N60478) ATLANTIC ORDNANCE COMMAND DET EARLE 201 HWY 34 SOUTH COLTS NECK NJ 07722-5021				
	DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 005 N4906512734Q04 W53XMD J 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 5,984 0390				
	FOB POINT: Origin				
	SHIP TO: FREIGHT ADDRESS (W53XMD) XU CRANE AAP WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099				
	MIPR: N00074-02MP-DFQ14 TAC:N82B				
	(End of narrative F001)				
	PRODUCTION QUANTITY WITH FIRST ARTICLE	2878	EA	\$	\$
	NSN: 1310-00-159-3198 NOUN: CTG 40MM WHITE STAR PARA M583 FSCM: 19203 PART NR: 9243881 SECURITY CLASS: Unclassified PRON: R19A1R13M2 PRON AMD: 01 AMS CD: 41303222012 Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 N490659096AQ07A W53XMD J 2				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 2,878 0390 FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (W53XMD) XU CRANE AAP WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099 MIPR: N48029-99MP-A9Q51 TAC:N82B <div style="text-align: center;">(End of narrative F001)</div>				
0002AD	<u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u> NSN: 1310-00-159-3198 NOUN: CTG 40MM WHITE STAR PARA M583 FSCM: 19203 PART NR: 9243881 SECURITY CLASS: Unclassified PRON: R12A0F69M2 PRON AMD: 01 AMS CD: 41303222011 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 N4906520444Q10 W53XMD J 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 1,804 0420 FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (W53XMD) XU CRANE AAP WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099 MIPR: N00074-02MP-PAQ01 TAC:N82B <div style="text-align: center;">(End of narrative F001)</div>	1804	EA	\$ _____	\$ _____
0002AE	<u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u> NSN: 1310-00-159-3198 NOUN: CTG 40MM WHITE STAR PARA M583 FSCM: 19203 PART NR: 9243881	9724	EA	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECURITY CLASS: Unclassified PRON: M20A1064M2 PRON AMD: 01 AMS CD: 41303222012 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W81YWB0025A734 W53XMD J 1 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 6,196 0420 002 3,528 0450 FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (W53XMD) XU CRANE AAP WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099 21 *2034000065082514100000022NL*P1061011173 (End of narrative F001) <u>Supplies or Services and Prices/Costs</u> <u>PRODUCTION QUANTITY:61% SPLIT 84,744</u> NOUN: CTG 40MM WHITE STAR PARA M583 SECURITY CLASS: Unclassified <u>Packaging and Marking</u>				
0003					
0003AA	<u>DATA ITEM</u> NOUN: CTG 40MM WHITE STAR PARA M583 SECURITY CLASS: Unclassified <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 1 0150	1	EA	\$ ** NSP **	\$ ** NSP **

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
0003AB	FOB POINT: Origin	60016	EA	\$ _____	\$ _____																								
	SHIP TO: <u>PARCEL POST ADDRESS</u> (Z55555) SEE SECTION E																												
	<u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u>																												
	NSN: 1310-00-159-3198 NOUN: CTG 40MM WHITE STAR PARA M583 FSCM: 19203 PART NR: 9243881 SECURITY CLASS: Unclassified PRON: J52A0D06M2 PRON AMD: 01 AMS CD: YXM003 FMS CASE IDENTIFIER: IS-B-YXM																												
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	<u>Deliveries or Performance</u> DOC SUPPL <table><tr><td><u>REL CD</u></td><td><u>MILSTRIP</u></td><td><u>ADDR</u></td><td><u>SIG CD</u></td><td><u>MARK FOR</u></td><td><u>TP CD</u></td></tr><tr><td>001</td><td>BISL8N13489001</td><td>BZ2YXM</td><td>L</td><td>BISL00</td><td>3</td></tr><tr><td></td><td><u>PROJ CD</u></td><td><u>BRK BLK PT</u></td><td colspan="3"></td></tr><tr><td></td><td colspan="5">BIS002</td></tr></table>					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	BISL8N13489001	BZ2YXM	L	BISL00	3		<u>PROJ CD</u>	<u>BRK BLK PT</u>					BIS002				
	<u>REL CD</u>					<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																			
	001					BISL8N13489001	BZ2YXM	L	BISL00	3																			
						<u>PROJ CD</u>	<u>BRK BLK PT</u>																						
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<table><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td><u>DAYS AFTER AWARD</u></td></tr><tr><td>001</td><td>8,000</td><td>0270</td></tr><tr><td>002</td><td>8,000</td><td>0300</td></tr><tr><td>003</td><td>8,000</td><td>0330</td></tr><tr><td>004</td><td>8,000</td><td>0360</td></tr><tr><td>005</td><td>8,000</td><td>0390</td></tr><tr><td>006</td><td>8,000</td><td>0420</td></tr><tr><td>007</td><td>8,000</td><td>0450</td></tr><tr><td>008</td><td>4,016</td><td>0480</td></tr></table>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	8,000	0270	002	8,000	0300	003	8,000	0330	004	8,000	0360	005	8,000	0390	006	8,000	0420	007	8,000	0450	008	4,016	0480		
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MARK FOR: GOVERNMENT OF ISRAEL MINISTRY OF DEFENSE MARTACH ISRAEL																													
97 X8242L0090000840191X0000022NL84300																													

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC	<div>(End of narrative F001)</div> <div>PRODUCTION QUANTITY WITH FIRST ARTICLE</div> <div>24478</div> <div>EA</div> <div>\$</div> <div>\$</div> <div>NSN: 1310-00-159-3198 NOUN: CTG 40MM WHITE STAR PARA M583 FSCM: 19203 PART NR: 9243881 SECURITY CLASS: Unclassified PRON: J52A0D89M2 PRON AMD: 01 AMS CD: YXM004 FMS CASE IDENTIFIER: IS-B-YXM</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: Origin ACCEPTANCE: Origin</div> <div>Deliveries or Performance</div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>001 BISL8N20959001 BZ2YXM L BISL00 3</div> <div>PROJ CD BRK BLK PT</div> <div>BIS002</div> <div>DEL REL CD QUANTITY DAYS AFTER AWARD</div> <div>001 3,984 0480</div> <div>002 8,000 0510</div> <div>003 8,000 0540</div> <div>004 4,494 0570</div> <div>FOB POINT: Origin</div> <div>SHIP TO: Contact DCMA for shipping instructions</div> <div>MARK FOR: GOVERNMENT OF ISRAEL MINISTRY OF DEFENSE MARTACH ISRAEL</div> <div>97 X8242L0090000840191X0000022NL84300</div> <div>(End of narrative F001)</div>				
0004	Supplies or Services and Prices/Costs				
0004AA	<div>DATA ITEM: CONTRACT DATA RQMT LIST</div> <div>SECURITY CLASS: Unclassified</div> <div>Inspection and Acceptance</div> <div>INSPECTION: Origin ACCEPTANCE: Origin</div>			\$ ** NSP **	\$ ** NSP **

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Name of Offeror or Contractor:			

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
B-1	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract of this contract, in addition to dutyfree entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE

(BA6700)

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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.246-4506 OSC	STATEMENT OF WORK FOR STATISTICAL PROCESS CONTROL	FEB/1999
C-2	52.210-4501 OSC	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 9243881 with revisions in effect as of 10/23/01 (except as follows):

ENGINEERING EXCEPTIONS: THE FOLLOWING ENGINEERING CHANGES APPLY TO THIS PROCUREMENT ACTION (S):

9209205, SHEET 01, MARKING INSTRUCTIONS AND 7553347, NOTE L: ADD: "ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING OR PALLET GATE/FILLER ASSEMBLIES SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. EACH BOX/PALLET OR OTHER PACKING MATERIAL SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOX/PALLETS AND ANY OTHER WOOD PACKING MATERIAL MADE OF NON-MANUFACTURED WOOD SHALL BE CERTIFIED PEST-FREE. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET OR OTHER PACKING MATERIAL."

9211788, NOTE 2 - REQUIREMENTS, RESISTANCE TO SOLVENTS:
CHANGE: FROM: "AA-A-2336" TO: "MASTER PAINTERS INSTITUTE REFERENCE NO. 5"

ADD TO CONTRACT C WORKSHEET:

PRESERVATION, PACKAGING AND PACKING OF CARTRIDGE, 40MM, WHITE STAR PARACHUTE, M583A1 SHALL BE DONE IN ACCORDANCE WITH (IAW) THE DEPARTMENT OF TRANSPORTATION (DOT) REQUIREMENTS AS SPECIFIED IN CODE OF FEDERAL REGULATIONS (CFR 49). THE CARTRIDGE SHALL BE PACKED IAW DRAWING 9209205 IN A (4C1) WIREBOUND BOX (7553347 OF MIL-B-46506) AS DEFINED BY THE PERFORMANCE ORIENTED PACKAGING (POP) REQUIRMENTS OF CFR 49, PART 178 (NOTE: MARKING OF THE BOX SHALL BE AS DEFINED HEREIN). PRIOR TO SHIPMENT, THE CONTRACTOR SHALL ENSURE THE BOX HAS BEEN POP TESTED AND CERTIFIED BY AN APPROVED POP TEST LABORATORY. THE POP TEST WEIGHT SHALL BE A MINIMUM OF 10% GREATER THAN THE ACTUAL GROSS WEIGHT OF THE PACKAGED ITEM. THIS SHALL BE DOCUMENTED VIA REPORT IAW DI-PACK-81059. THE REPORT MUST BE KEPT ON FILE BY THE CONTRACTOR AND MUST ALSO BE SUBMITTED TO THE U.S. ARMY TANK AUTOMOTIVE AND ARMAMENTS COMMAND, ARMAMENT RESEARCH, DEVELOPMENT AND ENGINEERING CENTER (TACOM-ARDEC), ATTN: AMSTA-AR-WEP, PICATINNY ARSENAL, NJ 07806-5000.

MARKING OF THE CARTRIDGE BOX SHALL BE DONE IAW DRAWING 8796522 AND CFR 49, PART 172, SUBPART D, PARAGRAPH 172.301.

NOTE: POP MARKING SHALL NOT BE APPLIED TO THE CONTAINER UNTIL VERIFIED BY THE GOVERNMENT.

ADD:

HCSDS	REV	DATE	NOMEN	REF-COC
50		D	02/02/93	TUNGSTEN POWDER MIL-T-48140

HCSDS	DELETE	REPLACE/W	NEW DATE
1734	C	D	11/19/01

DELETE DRAWINGS: 9255800, 9255824 AND 9255799 FROM THE TDP/TDPL.

DRAWING AFFECTED: 9252207 (CATALYST, METHYL ETHYL KETONE PEROXIDE)
NOTE 2 TO READ AS FOLLOWS:
MATERIAL: PEROXIDE, METHYL ETHYL KETON, TECHNICAL, COMMERCIAL ITEM DESCRIPTION (CID) A-A-59304.

NOTE 4 - SUGGESTED SOURCES OF SUPPLY:

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Name of Offeror or Contractor:

ATOFINA CHEMICALS INC
 ELF ATOCHEM NORTH AMERICA INC.
 2000MARKET STREET
 PHILADELPHIA, PA 89103-3222
 (800) 225-7788 OR (215) 419-7000
 PRODUCT NAME: LUPERSOL DDM-9

CROMPTON CORP.
 OLEFIN AND STYRENCIS DIVISION
 471 HIGHWAY 3142
 TAFT, LA 70057
 (877) 948-2660
 PRODUCT NAME: HI-POINT 90

REICHOLD CORP.
 P. O. BOX 13582
 RESEARCH TRIANGLE PART, NC 27709-3582
 (800) 431-1920
 PRODUCT NAME: SUPEROX 46709

AKZO NOBLECHEMICALS INC.
 300 SOUTH RIVERSIDE PLAZA
 CHICAGO, IL 60606
 (312) 906-7500
 PRODUCT NAME: CADOX M50A

DRAWING 9255824 DOES NOT APPLY.

(CS6100)

C-3	52.247-4503	STATEMENT OF WORK - TRANSPORTATION SECURITY REQUIREMENTS	MAY/1993
	OSC		

Supplies procured under this contract are identified as SENSITIVE CATEGORY IV, requiring Transportation Protective Service (TPS) in accordance with DOD 5100.76M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives) and AR 55-355/DLAR 4500.3 (Defense Traffic Management Regulation) as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Command (DCMC) or other components assigned to provide contract administration services (CAS) within designated/delegated geographic areas as specified under DOD 4105.59H, DOD Directory of Contract Adminstrtion Service Components, dated January 1985, and subsequent issues thereof for offshore/OCONUS procurements.

(End of Statement of Work)

(CS6101)

C-4	52.225-4502	STATEMENT OF WORK - ENGLISH LANGUAGE DOCUMENTATION	FEB/1992
	OSC		

All contractor prepared material to be furnished under this contract shall be written in the English language.

(CS7103)

C-5	52.248-4502	CONFIGURATION MANAGEMENT DOCUMENTATION	MAY/2001
	OSC		

(End of Clause)

(CS7600)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-02-R-0078 MOD/AMD	Page 20 of 57
Name of Offeror or Contractor:		

SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4508 OSC	PACKAGING REQUIREMENTS	JUL/1997

Packaging shall be in accordance with 9209205 revision AA, dated 27 March 2001..

When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

Marking shall be in accordance with 9209205, Revision AA, dated 27 March 2001. Bar coding marking is required.

EXCEPTION: PERFORMANCE ORIENTED PACKAGING (POP) VERIFICATION. In no case shall a container be shipped if the gross weight marked on the package is greater than the POP certified weight. If the average gross weight of the packed containers (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking operations shall cease and the procuring activity shall be contacted immediately.

EXCEPTION TO PERFORMANCE ORIENTED PACKAGING(POP) MARKINGS: If manufactured outside the USA, contractor shall not apply the UN POP certification marking provided on drawing 9209205. Contractors (outside the USA) are responsible to perform UN POP tests on packaging requirements providd in this contract and apply UN POP certification marking authorized by the Competent Authority of the state (country) of manufacture.

HEAT TREAT REQUIREMENTS AND MARKING REQUIREMENTS FOR NON-MANUFACTURED WOOD: The requirement found in Section C applies to drawing 9209205 and 7553347.

(End of clause)

(DS6303)

D-2	52.247-4517 OSC	PALLETIZATION INSTRUCTION	MAR/1992
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Palletization shall be in accordance with 19-48-4116/26H, revision 2, dated Oct 87, 19-48-4116/2, Revision 4, dated Sept 96 and 19-48-4116, Revision 7, dated Sep 2001. Marking shall be in accordance with drawing ACV00561, Revision A, dated 25 Sept 2001.

(End of clause)

(DS6204)

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.245-4545	MIL-STD-1916	OCT/2000
	OSC		
E-4	52.246-4550	CRITICAL CHARACTERISTICS	JUN/2001
	OSC		
E-5	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	JUL/2001

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with:

- () ISO 9002
- () ISO 9001-2000; only design/development exclusions permitted
- (X) ISO 9001:2000; no exclusions permitted

or an alterate program/system approved by Headquarters, Operations Support Command, in effect on the contract date and which is hereby incorporated into this contract.

(End of Clause)

(EF6001)

E-6	52.209-4512	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994
	OSC		

a. The first article shall consist of:

those items and quantities

which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-02-R-0078 MOD/AMD	Page 22 of 57
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Name of Offeror or Contractor:

supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to AMSOS-PRD.

(End of clause)

(ES6031)

E-7	52.245-4540	GOVERNMENT FURNISHED TEST SUPPORT EQUIPMENT	JAN/1995
	OSC		

The Government will furnish the following test equipment to support First Article, Reliability, and/or Acceptance Tests. The Contractor will submit a written request for this property to the Contracting Officer no later than thirty (30) days prior to the desired delivery date.

(a) Item Nomenclature	National Stock Number	Quantity	Unit of Issue
M16 RIFLE	1005-01-128-9936	1	EACH
M203 LAUNCHER	1010-00-179-6447	1	EACH
M203 BARREL ASSEMBLY	1010-01-376-3342	5	EACH

(b) Estimated Weight:

(c) Cube:

(End of Clause)

(ES6115)

E-8	52.246-4506	STATISTICAL PROCESS CONTROL (SPC)	MAY/1994
	OSC		

g. When the process or operation parameter under control has demonstrated both stability and capability, the Contractor SHALL request, in writing, through Administrative Contracting Officer (ACO) and Contracting Officer (CO) channels to the Product Assurance and Test Directorate, that acceptance inspection or testing performed in accordance with contract requirements be reduced or eliminated. Upon approval by the CO, acceptance shall then be based upon the accepted SPC plan, procedures, practices and the control charts.

(End of Clause)

(ES6034)

E-9	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
	OSC		

REWORK AND REPAIR OF NONCONFORMING MATERIAL
52.246-4528 OSC (MAY 1994)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-02-R-0078 MOD/AMD	Page 23 of 57
Name of Offeror or Contractor:		

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

E-10	52.246.4531	ACCEPTANCE INSPECTION EQUIPMENT	MAY/1994
	OSC		

a. Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1.

b. The Contractor shall provide all Acceptance Inspection Equipment (AIE) (except for any equipment listed as available in Section H and/or in Appendix I of this contract) necessary to assure conformance of components and end items to contract requirements. Equipment listed as available shall be furnished by the Government in accordance with the Government Property clause of this contract. Government furnished Acceptance Inspection Equipment shall not be used by the contractor or his subcontractors in lieu of work gages.

c. All AIE shall be available for use prior to First Article submission, if First Article is required, or prior to initiation of production under this contract.

d. Contractor furnished AIE shall be made (i) in accordance with the equipment drawings specified in Section C description/specifications section), or (ii) in accordance with any other design, provided that the design documentation is approved by the Government. AIE designs utilized for inspection of characteristics that are classified as Minor require approval by the Government Quality Assurance Representative (QAR). AIE design documentation for inspection of characteristics listed as Critical, Special, or Major shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423.

e. Resubmission of AIE design documentation for approval on a follow on contract is not required provided inspection characteristic parameters) specified in the current technical data package and the previously approved AIE design documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.

f. The Government reserves the right to disapprove at any time during performance of this contract, use of any AIE not meeting the requirements of the approved design documentation.

(End of Clause)

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(ES7010)

E-11	52.246-4532	DESTRUCTIVE TESTING	MAY/1994
	OSC		

a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.

c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of Clause)

(ES7011)

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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

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(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-43	F.O.B. DESIGNATED AIR CARRIER'S TERMINAL, POINT OF EXPORTATION	APR/1984
F-5	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS - SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	APR/1984
F-6	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-7	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-8	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
F-9	52.247-60	GUARANTEED SHIPPING CHARACTERISTICS	DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping cost, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box _____, Fiber Box _____, Barrel _____, Reels _____, Drums _____,

Other (specify) _____

(ii) Shipping Configuration: Knocked-down _____, Set-up _____, Nested _____, Other (specify) _____

(iii) Size of container: _____ (length), _____ x _____ (width), _____ x _____ (height), _____ Cubic Ft;

(iv) Number of items per container: _____ Each;

(v) Gross Weight of container and contents _____ Lbs;

(vi) Palletized/skidded _____ Yes _____ No,

(vii) Number of containers per pallet/skid _____ ;

(viii) Weight of empty pallet bottom/skid and sides _____ Lbs;

(ix) Size of pallet/skid and contents _____ Lbs Cube ; _____

(x) Number of containers or pallets/skids per railcar _____ *

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Name of Offeror or Contractor:

Size of railcar _____

Type of railcar _____

(xi) Number of containers or pallets/skids per trailer _____*

Size of trailer _____Ft

Type of trailer _____

*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation _____ ;

(ii) Tender/Tariff _____ ;

(iii) Item _____ .

(End of clause)

(FF6012)

F-10 52.211-16 VARIATION IN QUANTITY

APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

percent increase (Contracting officer insert percentage)

percent decrease (Contracting officer insert percentage)

This increase or decrease shall apply to _____*.

(End of clause)

*Contracting Officer shall insert in the blank the designation(s) to which the percentages apply, such as

- (1) The total contract quantity;
- (2) Item 1 only;
- (3) Each quantity specified in the delivery schedule;
- (4) The total item quantity for each destination; or
- (5) The total quantity of each item without regard to destination.

(FF7021)

F-11 52.247-33 F.O.B. ORIGIN, WITH DIFFERENTIALS

JUN/1988

(c)(4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

_____(carload, truckload, less-load,

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_____wharf, flatcar, driveaway, etc.)

(End of clause)

(FF7005)

F-12 47.305-15(B) SPECIAL TRANSPORT/LOADING REQUIREMENTS (HAZARDOUS) FEB/1996

(End of Clause)

(FF7007)

F-13 52.247-4531 COGNIZANT TRANSPORTATION OFFICER MAY/1993

OSC

(End of Clause)

(FS7240)

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Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	223.370- 4(A)(3) OSC	DISPOSAL OF REMAINING GFM AMMUNITION AND EXPLOSIVES FOLLOWING CONTRACT COMPLETION OR TERMINATION	JUN/1999
H-2	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification NO.
(If none, insert NONE)	

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

NOTE: The Contractor shall prepare and submit a Material Safety Data Sheet (MSDS) in accordance with this clause to each of the following addresses:

Commander
U.S. Army Operations Support Command (OSC)
ATTN: AMSOS-SF
Rock Island, IL 61299-6000

Commander
U.S. Army Operations Support Command (OSC)
ATTN: AMSIO-TO
Rock Island, IL 61299-6000

Commander
U.S. Army Operations Support Command (OSC)
ATTN: AMSOS-CCM-L
Rock Island, IL 61299-6000

Commander
U.S. Army Tank Automotive Command-Rock Island (TACOM-RI)
ATTN: AMSTA-AR-WEP-RP

Name of Offeror or Contractor:

Rock Island, IL 61299-7630

(HF6011)

H-3 246.671 DFARS MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) JAN/1995

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office
- Commander
 U.S. Army Operations Support Command
 ATTN: AMSOS-CCM-L/JUDY CHERRY
 Rock Island, IL 61299-6000

2. Production Management
- Commander
 U.S. Army Operations Support Command
 ATTN: AMSOS-PRD/LORI SHEETS
 Rock Island, IL 61299-6000

3. Send additional copies to in accordance with Table 1 and Table 2.

(End of clause)

(HA6025)

H-4 242-1107(B) INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS JUN/1996
 DFARS REPORTS OF DELAYS IN DELIVERY

b. The contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. In addition, the form(s) shall be submitted on a monthly basis within 2 work days after each reporting period, beginning with the end of the first full month following the initial report submission and continuing until contract completion/termination. The forms shall be distributed as follows:

ACTIVITY	ADDRESS	NO. OF COPIES
Purchasing Office (PCO)	See Award document.	1
Administration Office (ACO)		3
Production Manager	Commander US Army Operations Support Command AMSOS-PRD/LORI SHEETS Rock Island, IL 61299	1

(End of Clause)

(HA6028)

H-5 52.242-4506 PROGRESS PAYMENT LIMITATION MAR/1988
 OSC

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Name of Offeror or Contractor:

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed 10 percent (10 %) of the initial award value of the contract.

(End of Clause)

(HS6002)

H-6 52.245-4506 GOVERNMENT FURNISHED PROPERTY OCT/1994
 OSC
 Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment number 015 (List of Government Furnished Material Provided) of this document for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth in attachment number 006 (Statement of Work - Accountability Instructions) of this document.

(c) If the property is not received in accordance with the schedule set forth in attachment number 006 (Statement of Work - Accountability Instructions) of this document, the Contractor shall immediately notify the Contracting Officer in writing.

(d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of Clause)

(HS6075)

H-7 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY NOV/1995
 DFARS

****(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line Items	National Stock Number	Commercial Item (Y or N)	Company	Source of Supply Address	Part No.	Actual Mfg
"(1)	(2)	(3)	(4)	(4)	(5)	(6)
_____	_____	_____	_____	_____	_____	_____

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list 'none.'
- (3) Use 'Y' if the item is a commercial item; otherwise use 'N'. If 'Y' is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use 'Y' if the source of supply is the actual manufacturer; 'N' if it is not; and 'U' if unknown.

(End of clause)

NOTE:

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p> PIIN/SIIN DAAA09-02-R-0078 MOD/AMD </p>	<p style="text-align: center;">Page 31 of 57</p>
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Name of Offeror or Contractor:

a. An original and one copy of the information required above, shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).

b. In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End of Clause)

(HA7705)

H-8	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
	DFARS		

(f)(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		
		(End of Clause)

(HA7502)

H-9	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	NOV/1995
	DFARS		

(End of clause)

(HA7503)

H-10	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
	OSC		

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding//// ☐ YES ☐ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

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Name of Offeror or Contractor:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-4	PRINTING OR COPYIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-16	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-17	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2001) - ALTERNATE I (OCT 2001)	OCT/2001
I-18	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-19	52.222-3	CONVICT LABOR	AUG/1996
I-20	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	FEB/2001
I-21	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-22	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-23	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-24	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-25	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-26	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-27	52.225-5	TRADE AGREEMENTS USE DFARS 252.225-7007 OR 252.225-7021	FEB/2002
I-28	52.225-10	NOTICE OF BUY AMERICAN ACT/BALANCE OF PAYMENTS PROGRAM REQUIREMENT-CONSTRUCTION MATERIALS	FEB/2000
I-29	52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB/2000
I-30	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-31	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-32	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-33	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-34	52.232-1	PAYMENTS	APR/1984
I-35	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-36	52.232-11	EXTRAS	APR/1984
I-37	52.232-17	INTEREST	JUN/1996
I-38	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-39	52.232-25	PROMPT PAYMENT	MAY/2001
I-40	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER PAYMENT--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-41	52.233-1	DISPUTES	DEC/1998
I-42	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-43	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-44	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-45	52.242-13	BANKRUPTCY	JUL/1995
I-46	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-47	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-48	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-49	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-50	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-51	52.248-1	VALUE ENGINEERING	FEB/2000
I-52	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996

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I-53	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-54	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-55	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-56	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-57	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
I-58	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-59	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-60	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-61	252.219-7011 DFARS	NOTIFICATION TO DELAY PERFORMANCE	JUN/1998
I-62	252.223-7002 DFARS	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-63	252.223-7003 DFARS	CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES	DEC/1991
I-64	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-65	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-66	252.225-7007 DFARS	BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM	SEP/2001
I-67	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-68	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-69	252.225-7026 DFARS	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-70	252.225-7028 DFARS	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	DEC/1991
I-71	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-72	252.225-7032 DFARS	WAIVER OF UNITED KINGDOM LEVIES	OCT/1992
I-73	252.225-7041 DFARS	CORRESPONDENCE IN ENGLISH	JUN/1997
I-74	252.225-7042 DFARS	AUTHORIZATION TO PERFORM	JUN/1997
I-75	252.225-7043 DFARS	ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE UNITED STATES	JUN/1998
I-76	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-77	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-78	252.232-7008 DFARS	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-79	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-80	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-81	252.245-7001 DFARS	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-82	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-83	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1989

a. This solicitation includes an evaluated option (See Section M).

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Name of Offeror or Contractor:

b. The Government reserves the right to increase the quantity of item(s) 0001, 0002, 0003 by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0001 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding shipment of the last two quantities by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

	<u>Unit Price</u>
Evaluated Option (F.O.B. Origin)	\$ _____ CLIN 0001
	\$ _____ CLIN 0002
	\$ _____ CLIN 0003

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

I-84	52.225-8	DUTY-FREE ENTRY	FEB/2000

(g)(4) The notation:

UNITED STATES GOVERNMENT, (agency) Duty-free entry to be claimed pursuant to Item No(s) (from Tariff Schedules), Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR 142 and notify (cognizant contract administration office) for execution of Customs Forms 7501 and 7501-A and any required duty-free certificates.

(End of clause)

(IF6125)

I-85	52.246-17	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE	MAY/2001

(b) Contractor's obligations. (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1095 days after acceptance --

(c) Remedies available to the Government. (1) The Contracting Officer shall give written notice to the Contractor of any breach of

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warranties in paragraph (b)(1) of this clause within 120 days after discovery of the defect(s).

(d) Whenever a request for waiver, deviation, or other change to a requirement in the contract is approved, Contractor responsibilities arising out provisions of this clause are relieved only to the extent of the terms and conditions specified in the approval.

(e) For purpose of identifying warranted material to facilities receiving it, the following instructions will apply:

(1) For a quantity of warranted material which has been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period of the quantity stated hereon of (enter the item serial/lot number(s) as applicable) begins on (enter the date of acceptance of quantity) and ends on (enter the date of the end of the warranty period for quantity)".

(2) For a quantity of warranted material which has not been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period for the quantity stated hereon of (enter item serial/lot number(s) begins on the date of the acceptance of the lot and ends (enter the length of warranty period) days later."

(End of Clause)

(IF6070)

I-86	252.223-7007	SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES	SEP/1999
	DFARS		

***(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY
CTG 40mm M583	1310-00-159-3198	CAT IV

(End of clause)

(IA6200)

I-87	52.209-3	FIRST ARTICLE APPROVAL - CONTRACTOR TESTING	SEP/1989
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(a) The Contractor shall test * unit(s) of Lot/Item * as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to * marked "FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____." Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article; except that the number of days from receipt of the test report until the Contractor is notified shall be sixty (60) calendar days (instead of 30) when the option to perform confirmatory testing is exercised by the Government. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(End of Clause)

(IF7018)

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Name of Offeror or Contractor: _____

I-88 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)
(IF7016)

I-89 29.303(C) CALIFORNIA SALES AND USE TAX NOTICE (AL 92-1) MAY/1992

(End of clause)
(IF7002)

I-90 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS MAR/1999
DFARS

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Command, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in PDF format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.pdf> and in Excel format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.xls>.

(c) An offeror proposing to use an SPI Process in lieu of military or Federal specifications or standards cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use \, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications and standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal
Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

Name of Offeror or Contractor:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror--

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(IA7015)

I-91	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
***	DFARS		

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(End of clause)

(IA7035)

I-92	52.201-4500	AUTHORITY OF GOVERNMENT REPRESENTATIVE	FEB/1993
***	OSC		

(End of clause)

(IS7025)

I-93	52.247-4544	TRANSPORTATION CONTAINERIZATION	JAN/1991
***	OSC		

(End of clause)

(IS7011)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-02-R-0078 MOD/AMD	Page 39 of 57
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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	CONTRACT DATA REQUIREMENTS LIST	28-FEB-02	6PG	
Attachment 002	DATA DELIVERY DESCRIPTION-ENGINEERING CHANGE PROPOSAL			
Attachment 003	DATA DELIVERY DESCRIPTION-NOTIVE OF REVISION		2PG	
Attachment 004	DATA DELIVERY DESCRIPTION-REQUEST FOR DEVIATION		4PG	
Attachment 005	DOCUMENT SUMMARY LIST		3PG	
Attachment 006	STATEMENT OF WORK-ACCOUNTABILITY INSTRUCTIONS		1PG	
Attachment 007	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP		2PG	
Attachment 008	GUIDANCE ON DOCUMENTATION OF CONTRACT REQUIREMENTS LIST (CDRL)		2PG	
Attachment 009	INSTRUCTIONS FOR COMPLETING DD FORM 1423		1PG	
Attachment 010	SPECIAL MARKINGS FOR ISRAEL SHIPMENTS		2PG	
Attachment 011	DD FORM 2356 WARNING LABEL		1PG	
Attachment 012	SECURITY STATEMENT OF WORK		3PG	
Attachment 013	DISCLOSURE OF LOBBYING ACTIVITIES		3PG	
Attachment 014	LISTING OF GOVERNMENT OWNED PROPERTY TO BE USED FOR PERFORMANCE		2PG	
Attachment 015	LIST OF GOVERNMENT FURNISHED MATERIAL PROVIDED		1PG	
Attachment 016	PAST PERFORMANCE/EXPERIENCE HISTORY FORM		5PG	

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Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-3	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JAN/1999

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___-1- Offeror elects to waive the evaluation preference.

(End of clause)

(KF6005)

K-4	52.225-6	TRADE AGREEMENT CERTIFICATE	FEB/2000
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(b) The offeror shall list as other end products those supplies that are not U.S.-made, designated country. Caribbean Basin country, or NAFTA country end products.

Other End Products:

LINE ITEM NO	COUNTRY OF ORIGIN
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(List as necessary)

(End of provision)

(KF6055)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-02-R-0078 MOD/AMD	Page 41 of 57
Name of Offeror or Contractor:		

K-5 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985

(b)(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above_____
_(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(End of Provision)

(KF7005)

K-6 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

(d) Taxpayer Identification Number (TIN).

() TIN:
() TIN has been applied for.
() TIN is not required because
() Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
() Offeror is an agency or instrumentality of a foreign government;
() Offeror is an agency or instrumentality of a Federal government; _

(e) Type of organization.

() Sole proprietorship
() Partnership
() Corporate entity (not tax-exempt);
() Corporate entity (tax-exempt);
() Government entity (Federal, State, or local);
() Foreign government
() International organization per 26 CFR 1.6049-4;
() Other

(f) Common Parent.

() Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
() Name and TIN of common parent:
Name:
TIN:

(End of Provision)

(KF7043)

K-7 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES AUG/1987
As prescribed in 7.203, insert the following provision:

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity.

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Name of Offeror or Contractor:		

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>

(End of provision)

(KF7003)

K-8 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

 (i) The Offeror and/or any of its Principals-

 (A) Are ()

 are not ()

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

 (B) Have ()

 have not (),

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offcommissionmission of embezzlement, theft, forget, bribery, falsification or destruction or records, making false statements, tax evasion, or receiving stolen property; and

 (C)Are ()

 are not ()

presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(a)(1)(ii) The Offeror has ()

 has not (),

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(End of Provision)

(KF7033)

K-9 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS MAY/2002

(b) Taxpayer identification number (TIN) (26 U.S.C.6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(b)(3) Taxpayer Identification Number (TIN).

 () TIN:_____

 () TIN has been applied for.

 () TIN is not required because:

 () Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

 ()Offeror is an agency or instrumentality of a foreign government;

 ()Offeror is an agency or instrumentality of a Federal government.

(4) Type of organization.

 ()Sole proprietorship

 ()Partnership;

 ()Corporate entity (not tax-exempt);

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 43 of 57****PIIN/SIIN** DAAA09-02-R-0078**MOD/AMD****Name of Offeror or Contractor:**

- () Corporate entity (tax-exempt);
() Government entity (Federal, State, or local);
() Foreign Government
() International organization per 26 CFR 1.6049-4;
() Other .

(5) Common Parent.

- () Offeror is not owned or controlled by a common parent:
() Name and TIN of common parent:

Name_____

TIN_____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-Owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as a part of its offer that it is () is not () a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as a part of its offer that it is () is not () a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it () is, () is not a women-owned small business concern.

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it () is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts). (Check one of the following):

Number of Employees	Average Annual Gross Revenues
___ 50 or fewer	___ \$1 million or less
___ 51-100	___ \$1,000,001-\$2 million
___ 101-250	___ \$2,000,001-\$3.5 million
___ 251-500	___ \$3,500,001-\$5 million
___ 501-750	___ \$5,000,001-\$10 million
___ 751-1,000	___ \$10,000,001-\$17 million
___ Over 1,000	___ Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit used on its disadvantaged status.]

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAA09-02-R-0078 MOD/AMD</p>	<p align="right">Page 44 of 57</p>
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Name of Offeror or Contractor:

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () had not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on the application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) () Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provisions.] The offeror represents, as part of its offer, that

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that com;oies with the requirements of 13 CFR part 126, and the prepresentation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:].

(d) Representations required to implement provisions of Executive Order 11246-(1) Previous Contracts and Compliance. The offeror represents that-

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor(41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act-Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
(List as necessary)	
(g)(1) Buy American Act-North American Free Trade Agreement Act-Israeli Trade Act Certificate. (Applies only if FAR clause 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act, is included in this solicitation.)	
(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act," and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.	
(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":	

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Name of Offeror or Contractor:

NAFTA Country or Israeli End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

(List as necessary)

(iii) The offer shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled: Buy American Act-North American Free Trade Agreement-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO COUNTRY OF ORIGIN

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of Part 25.

(2) Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act";

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

Canadian or Israeli End Products:

LINE ITEM NO COUNTRY OF ORIGIN

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements.:

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

LINE ITEM NO COUNTRY OF ORIGIN

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of this solicitation.

Name of Offeror or Contractor:

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549.) (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
--------------------	----------------------------

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of Provision)

(KF7016)

K-10	52.215-6	PLACE OF PERFORMANCE	OCT/1997
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(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent check "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY STATE, COUNTY, ZIP-CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
---	--

(End of provision)

(KF7035)

K-11	52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB/1999
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The offeror represents that -

(a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

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(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF7019)

K-1252.222-25AFFIRMATIVE ACTION COMPLIANCEAPR/1984

The offeror represents that (a) it

() has developed and has on file,

() has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it

() has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

(KF7020)

K-13252.212-7000OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMSNOV/1995

DFARS

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it--

_____Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

(KA7006)

K-14252.225-7000BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATESEP/1999

DFARS

(c) Certifications.

(1) The Offeror certifies that--

Name of Offeror or Contractor:

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

QUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin
_____	_____
_____	_____

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin (If known
------------------	-----------------------------

(End of Provision)_____

(KA7702)

K-15	252.225-7006	BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM	MAR/1998
	DFARS	CERTIFICATE	

*** (c)(2) The Offeror must identify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies qualify as 'U.S. made end products' but do not meet the definition of 'domestic end product':

_____ (insert line item number)

(ii) The Offeror certifies that the following supplies are qualifying country end products:

_____	_____
(insert line item number)	(insert country of origin)

(iii) The Offeror certifies that the following supplies qualify as designated country end products:

_____	_____
(insert line item number)	(insert country of origin)

(iv) The Offeror certifies that the following supplies qualify as Caribbean Basin country end products:

_____	_____
(insert line item number)	(insert country of origin)

(v) The Offeror certifies that the following supplies qualify as NAFTA country end products:

Name of Offeror or Contractor:

(insert line item number)

(insert country of origin)

(vi) The following supplies are other nondesignated country end products.

(insert line item number)

(insert country of origin)

(End of provision)

(KA7505)

K-16

252.247-7022

REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA

AUG/1992

DFARS

(b) Representation.

The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

(KA7500)

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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.
(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
L-2	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-3	52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS	MAY/2001
L-4	52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES	JUL/2000
L-5	52.247-45	F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION	APR/1984
L-6	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
L-7	52.216-1	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

(End of Provision)
(LP6008)

L-8 52.233-2 SERVICE OF PROTEST AUG/1996
(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from -1-.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
(End of Provision)

(LP6021)

L-9 15.305(A)(2)(II PAST PERFORMANCE INFORMATION OCT/1997
)

Offerors shall submit the following information for the M583A1 White Star Parachute for 40mm Cartridge as part of their proposal:

(a) A description of your government/commercial contracts received or performed during the past three years prior to closing of this solicitation. Government Contracts are defined as those with the Federal government and agencies of state and local governments. (See attachment 016 "Past Performance/Experience History")

- (1) Name of contracting activity/commercial firm
- (2) Contract number
- (3) Contract type (fixed price or cost reimbursable)
- (4) Total contract value
- (5) Description of work/NSN, Part Number, Nomenclature

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(6) Contracting officer/contract manager and telephone

(7) Administrative contracting officer, if different from (6), and telephone

(8) A brief summary of each contract cited, addressing the following factors:

(a) Delivery: Did you deliver on time; early or late? Please provide an explanation of each slippage. If you delivered early, was it requested by the Procuring Contracting Officer.

(b) Program Quality: Explain any quality problems encountered, such as first article failures, lot acceptance failures or quality reports etc. List any corrective actions taken to correct the problem.

(b) The offeror may provide information on problems encountered on the contracts identified in (a).

(End of provision)

(LF6048)

L-10 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of provision)

(LF7015)

L-11 52.212-4501 ELECTRONIC AWARD NOTICE APR/2001
OSC

1. Any contract awarded as a result of this solicitation will be posted to the Electronic Document Access (EDA) system website, <http://eda.ogden.disa.mil/>, and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above. In order to obtain an electronic copy of the award, you must be registered in the EDA system. Guidance/instructions for registration can be obtained at the above website.

2. Notice of award to the contractor receiving the award will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Federal Business Opportunities (FedBizOpps) - FBO Synopsis/Award Search website <http://www.fedbizopps.gov/> or the Army Single Face to industry (ASFI)/Procurement Notifications website <http://acquisition.army.mil> to determine if he/she has received an award. In this event, the vendor's failure to check FEDBIZOPPS or the ASFI in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

3. Notice of award to unsuccessful offerors shall be issued only via electronic mail from the Contracting Office or via the FedBizOpps/Vendor Notification feature. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the ASFI/Procurement Notifications or the FedBizOpps/Award Notification to determine if an award has been made. In this event, the vendor's failure to check these sites to determine if an award has been made shall not constitute grounds for an extension of any protest period allowed by regulation.

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

-1-

(End of provision)

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(LS7100)

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Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.247-47	EVALUATION - F.O.B. ORIGIN	APR/1984
M-3	52.247-51	EVALUATION OF EXPORT OFFERS	JAN/2001

(c)(2) Unless offers are applicable only to F.O.B. origin delivery under Government bills of lading (see paragraph (b) above), offerors shall designate below at least one of the ports of loading listed in paragraph (d) below as their place of delivery. Failure to designate at least one of the ports as the point to which delivery will be made by the Contractor may render the offer nonresponsive.

PLACE OF DELIVERY: _____
(Offerors insert at least one of the ports listed in paragraph (d) below.)

(d) "Ports of loading for evaluation of offers."Terminals to be used by the Government in evaluating offers are as follows: (For the information of the offerors, ocean and port handling charges are set forth if the terminal named is a DOD water terminal.)

PORTS/TERMINALS OF LOADING	COMBINED OCEAN AND PORT HANDLING CHARGES TO (INDICATE COUNTRY)	UNIT OF MEASURE: I.E. METRIC TON, MEASUREMENT TON, CUBIC FOOT, ETC.
MILITARY OCEAN TERMINAL SUNNY POINT, NC	-2-	-3-

(e) *** Additional U.S. port(s) of loading nominated by offeror, if any: _____

(f) "Price basis." Offeror shall indicate whether prices are based on -

- () Paragraph (b), f.o.b. origin, transportation by GBL to port listed in paragraph (d);
- () Paragraph (c), F.O.B. destination (i.e., a port listed in paragraph (d));
- () Paragraph (e), F.O.B. origin, transportation by GBL to port nominated in paragraph (e); and/or
- () Paragraph (e), F.O.B. destination (i.e., a port nominated in paragraph (e)).

(End of provision)

(MP6021)

M-4	15.304(C)	EVALUATION FACTORS AND SIGNIFICANT SUBFACTORS FOR AWARD	OCT/1997
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(a) The Government expects to award a contract to that offeror whose proposal is determined to represent the "best value" to the Government. Best value is determined by an integrated assessment of the evaluation factors. Award will be based upon the following evaluation factors:

RECENT, RELEVANT PAST PERFORMANCE: RECENT IS DEFINED AS OCCURRING WITHIN THE THREE YEARS PRIOR TO THE SOLICITATION CLOSE DATE. RELEVANT IS DEFINED AS PRODUCING THE SAME OR SIMILAR ITEMS, REQUIRING THE SAME OR SIMILAR MANUFACTURING PROCESSES, SKILLS, AND ABILITIES.

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- (1) ON-TIME DELIVERY: INFORMATION PROVIDED BY THE OFFEROR ON ITS RECENT, RELEVANT CONTRACTS WILL BE EVALUATED. THE OFFEROR WILL BE RATED BASED ON ITS RECORD OF ON-TIME DELIVERY. THE ORIGINAL CONTRACT DELIVERY SCHEDULE WILL BE COMPARED TO THE ACTUAL DELIVERIES TO DETERMINE WHETHER DELIVERIES WERE MADE ON TIME. IF NECESSARY, THE OFFEROR WILL BE GIVEN AN OPPORTUNITY TO PRESENT ITS REASON (S) WHY IT DID NOT MEET ITS ORIGINAL DELIVERY SCHEDULE.
- (2) QUALITY: QUALITY DEFICIENCY REPORTS (QDRS) AND/OR QUALITY PROGRAM PROBLEMS: THE OFFEROR'S PROCESS TO IMPROVE PRODUCTION QUALITY WILL BE EVALUATED. THE OFFEROR WILL BE REQUIRED TO SUBMIT DATA EXPLAINING CORRECTIVE ACTIONS IT HAS TAKEN TO IMPROVE ITS PROCESS AND/OR SOLVE ITS QUALITY PROBLEMS. THE OFFEROR WILL BE REQUIRED TO DISCLOSE INFORMATION ABOUT REQUEST FOR WAIVERS (RFWS), QDRS, LATENT DEFECTS, FIRST ARTICLE TEST FAILURES, LOT ACCEPTANCE TEST FAILURES AND/OR OTHER PRODUCTION SUBMISSION MUST BE CLEAR AND CONCISE WHEN DESCRIBING THE DEFICIENCY, STATING THE CORRECTIVE ACTION AND WHEN IT WAS IMPLEMENTED. OTHER SOURCES, AVAILABLE TO THE GOVERNMENT OTHER THAN THE CONTRACTOR'S PROPOSAL, MAY BE USED TO GATHER AND EVALUATE THE PREDETERMINED FACTORS. SOURCES SUCH AS PRE-AWARD OFFICES AT OTHER MAJOR SUPPORTING COMMANDS WILL BE USED TO GATHER INFORMATION.

PRODUCT-TO-PROCESS ENHANCEMENT EFFORTS: INFORMATION PROVIDED BY THE OFFEROR THAT DEMONSTRATES CONTRACTOR'S EFFORTS TO INCORPORATE PROCESS IMPROVEMENTS AND INITIATIVES TO ENHANCE PRODUCT OR PERFORMANCE ON SAME OR SIMILAR ITEMS. INFORMATION PROVIDED BY THE OFFEROR ON INTERNAL PROGRAMS OR INNOVATIONS INITIATED BY THE OFFEROR, BASED ON PRODUCTION EXPERIENCE OR KNOWLEDGE OF PRODUCT-TO-PROCESS INTER-RELATIONSHIPS, THAT RESULTED IN RECOMMENDED DESIGN OR PRODUCTION PROCESS CHANGES TO IMPROVE THE ITEM OR ITS PERFORMANCE.

TECHNICAL CAPABILITY: INFORMATION PROVIDED BY THE OFFEROR WHICH DEMONSTRATES RECENT/RELEVANT KNOWLEDGE OF THE SPECIALIZED/CRITICAL EQUIPMENT, PROCESSES AND FACILITIES REQUIRED FOR PRODUCTION OF THIS ITEM. SPECIAL SKILLS NEEDED FOR MANUFACTURE OF THIS ITEM INCLUDE: PYROTECHNIC ENGINEERS, MIXING OPERATORS, ASSEMBLERS AND QUALITY ASSURANCE. PERSONNEL MUST BE TRAINED AND EXPERIENCE IN HANDLING OF PYROTECHNIC FORMULATIONS CONTAINING MAGNESIUM, SODIUM NITRATE, POTASSIUM PERCHLORATE AND BORON POWDERS. FACILITIES MUST BE DESIGNED AND TOOLED FOR USE IN PRODUCTION OF ITEMS CONTAINING HAZARDOUS PYROTECHNIC MATERIALS (MIXERS, PRESSES AND OVENS). FACILITIES MUST ALSO MEET PROPER FIRE/EXPLOSIVE SAFETY REQUIREMENTS AND HAVE SUFFICIENT STORAGE AND MANUFACTURING SPACE TO MEET QUANTITY DISTANCE REQUIREMENTS.

PRICE: THE CONTRACT SPECIALIST WILL EVALUATE THE PROPOSED PRICE IN ACCORDANCE WITH THE PRICE-RELATED FACTORS STATED IN THE SOLICITATION.

NOTE: Recent, Relevant Past Performance, Product-to-Process Enhancement and Technical Capability are of equal importance and are significantly more important than Price. On Time Delivery and Quality are of equal importance. Therefore, the government is not bound to award to the lowest price(s) if the Recent, Relevant Past Performance, Product-to-Process Enhancement and Technical Capability efforts justify payment of price premium(s)

See Section L Clause, "Past Performance Information", and Section M, "Award Evaluation" clauses. For evaluation purposes, the information requested in these clauses MUST BE PROVIDED with your offer. Failure to provide this data with your offer may result in non consideration of your offer (classified as a non responsive offer).

(End of Provision)

(MF6025)

M-5 47.305-12 TRANSPORTATION EVALUATION

JAN/1995

(b) Tentative freight classification description for contract shipments is furnished below for information only. The Government will use this information as well as other information available at the time of evaluation to determine the classification most appropriate and advantageous to the Government. Shipments will be made in conformity with the freight classification description specified in the shipping instructions of the Contracting Officer or his representative.

Explosives, Ammo Sub 2 (NMFC: 64300 Sub2/UFC: 38440)

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Name of Offeror or Contractor:

(c) Evaluation will establish the transportation cost per unit of supplies for distribution of supplies from each procurement source to one or more of the destinations listed below as may be determined to be most advantageous to the Government based on consideration of the total number of awards contemplated.

Crane AAA
Crane, IN

NWS Yorktown
Yorktown, VA

NWS Seal Beach
Seal Beach, CA

Atlantic Ordnance Command (Earle)
Colts Neck, NJ

FMS - Israel

(d) Evaluation will include the quantities and sources of government furnished material listed below.

M203 Grenade Launcher	Qty: 1	Weight: 11.8#	Origin: TACOM Warren, MI
Vinyl Alcohol Acetate Resin	Qty: 2 gallons	Weight: 16#	Origin: Lone Star AAP, Tx
M2A1 Metal Ammo Cans	Qty: 5,273 ea	Weight: 32,187#	Origin: McAlester AAP, OK

(End of Provision)

(MF6020)

M-6	9.306(C)	FIRST ARTICLE APPROVAL	SEP/1995
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a. Evaluation of bids or offers where first article test are waived for eligible bidders or offerors will be made by deleting the CLIN calling for First Article Testing.

b. Earlier delivery, if required in case of waiver of first article testing, shall not be a factor in evaluation for award.

(End of Provision)

(MF7007)

M-7	252.225-7003	INFORMATION FOR DUTY-FREE ENTRY EVALUATION	MAR/1998
	DFARS		

(a) Does the offeror propose to furnish--

(1) A domestic end product with nonqualifying country components for which the for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or materials of foreign origin other than those for which Duty-Free Entry is to be accorded pursuant to the Duty-Free Entry---Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products Clause of this solicitation?

Yes ()

No ()

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes ()

No ()

(2) Has the duty on such foreign supplies been paid?

Yes ()

No ()

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Name of Offeror or Contractor:

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$_____

.

(End of provision)

(MA7700)

M-8 52.245-4519 EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND AUG/1993
OSC RESEARCH PROPERTY

(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

(b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

___Offer is predicated on use of Government property in offeror's possession.

___Offer is predicated on use of Government property in offeror's proposed subcontracts of vendors.

Identification of facilities contract or other agreement under which such property is held!

Type of Contract or Agreement:_____

Number and Date:_____

Cognizant Government Agency (including address): _____

(c) Offeror is required to submit with his offer:

(1) The written permission of the Contracting Officer having cognizance over the property for use of that property, and whether such use will be on a rental or rent-free basis.

(2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.

(d) To eliminate the competitive advantage an evaluation factor shall be added to each offer which is predicated on the use of the above detailed existing Government production and research property.

(e) For rent-free use of Government-owned production and research property, such use shall be evaluated by adding to the price of the item(s) at the rates set forth in FAR 52.245-9 for each month of the proposed production period. Where both rental use and rent-free use will occur during the same production period, the rent and the evaluation in lieu of rent-free use will be computed in accordance with the formula for proration set forth in the Use and Charges clause, FAR 52.245-9.

(f) The months that will be used for the purpose of the evaluation will be the period computed in months set forth by the offeror:___months (this period shall include the first, last, and all intervening months). The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the time specified in this clause. If the bidder/offeror fails to specify the number of months in the blank provided, the delivery schedule will be used to determine the number of months of rent free use required through the month scheduled for final delivery.

(g) The Government shall compute the use-evaluation factor, per-unit-procured, in accordance with the following formula:

$$\text{TxRxPxS} = \frac{C}{Q}$$

T: Total acquisition cost of facilities (including, if paid by the Government, cost of transportation and installation as well as any cost expended to enhance the condition of the machine).

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Name of Offeror or Contractor:

R: Rental rate.

P: Production period (months).

Q: Quantity of items to be procured.

S: Pro rata share, if applicable.

C: Evaluation factor to be added to unit price.

(h) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.

(i) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in it's bid offer if a pro-rata share is applicable for this procurement.

(j) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors.

(1) Evaluation factors applied to prime contractor's offers will be the same for both proposed prime contractor's and subcontractor's use of Government-owned property, including evaluation rates and production period.

(2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:

(i) Refuse to authorize the subcontractors use of such property, or;

(ii) Evaluate 100% of the acquisition cost (including cost of transportation, and installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)

(MS7005)